



**Amendment No. 3
to
Contract No. NS160000011
for
Licenses, Maintenance, and Support of the Emergency Services Dispatch Software and Interface
System
between
TriTech Software Systems
and the
City of Austin, Texas**

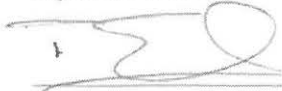
- 1.0 The City hereby amends the above referenced contract to include additional scope of work. These services are outlined in a proposal from TriTech Software System per Attachment A, Proposal/Sales Quotation. Effective date of this change is August 23, 2018.
- 2.0 If any terms and conditions of Attachment A (and its exhibits) shall conflict with the original Contract and its Exhibits, the terms in body of the original Contract, executed by the City of Austin and Trittech Software Systems on December 10, 2015, shall prevail.
- 3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/01/2015 – 09/30/2020	\$8,604,207.00	\$8,604,207.00
Amendment No. 1: Add additional statement of work	\$0.00	\$8,604,207.00
Amendment No. 2: Add additional statement of work	\$0.00	\$8,604,207.00
Amendment No. 3: Add additional statement of work	\$0.00	\$8,604,207.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 27 AUG 2018

Printed Name: Tony Eales, CEO
Authorized Representative

Tritech Software Systems
9477 Waples St, Suite 100
San Diego, CA 92121

Signature & Date:



Sai Purcell, Procurement Specialist IV
City of Austin Purchasing Office

Proposal/Sales Quotation

Quotation QUO-48762-4MBRY4

Quotation Date: 8/15/2018

General & Client Information

Agency Name: City of Austin TX	Bill To: 5010 Old Manor Rd Austin, TX, USA, 78723
System Description: City of Austin TX - Field Ops	
Client Contact: Sherry Goertz	
Contact Phone: 512-974-0872	Ship To: 5010 Old Manor Rd Austin, TX, USA, 78723
Contact Email: sherry.goertz@austintexas.gov	
Expiration Date: 11/30/2018	
Presented By: Christina Milson	

Project Products & Services

TriTech Implementation Service Fee(s)

Inform Mobile Implementation Service Fee(s)	Unit Price	Qty	Total Price
Field Ops Installation and Training Services	\$1,400.00	3	\$4,200.00
<i>Inform Mobile Implementation Service Fee(s) Subtotal:</i>			\$4,200.00

TriTech Implementation Service Fee(s) Total: \$4,200.00

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$1,050.00	1	\$1,050.00
Project Related Fee(s) Total:			\$1,050.00

Recurring Fee(s) (Year 1)

Product Name	Unit Price	Qty	Total Price
Field Ops - Companion Pricing Subscription	\$120.00	1,600	\$192,000.00

Recurring Fee(s) (Year 1): \$192,000.00
Project Total: \$197,250.00

Estimated Sales Tax:
(State: at %)

Taxable sales: \$0.00

Subtotal: \$197,250.00

Sales Tax Amount: \$0.00

Quote Total: \$197,250.00



Recurring Fee(s) (Year 2)

Product Name	Unit Price	Qty	Total Price
Field Ops - Companion Pricing Subscription	\$120.00	1,600	\$192,000.00

Recurring Fee(s) (Year 2): **\$192,000.00**

Summary Information & Project Notes

Field Ops installation and training for Production, BUC and Test. Field Ops companion licenses to be allocated to an environment and identified during project as Police or FIRE/EMS.

Terms and Conditions

Payment terms are as follows

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support, and fixed travel fees are due upon installation or completion of services (whichever comes later).

100% of Subscription Due at Completion.

Software License Terms:

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

Acceptance for the TriTech Software licenses included in the Quotation will be governed by the standard terms set forth in TriTech's System Purchase Agreement, which shall supersede any prior System Purchase Agreement. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

Subscription License Terms:

The subscription term is 24 months unless otherwise stated. Customer will pay annually, and will have price protection for 24 months, excluding any new functionality (module and/or user) that is added to the annual subscription fee.

The software included in this Proposal/Sales Quotation is provided on a subscription basis. All software and services quoted herein are governed by the terms of TriTech's Subscription Services License & Use Agreement, a copy of which is attached to this quote. Please sign and return the attached Agreement with the quote unless a fully executed version of this Agreement is already in place between your agency and TriTech.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future. Except as expressly identified in this Quotation as a line item to be provided by TriTech, all required computer hardware, third party system/database software, peripherals, network components and third party items shall be provided by the Client. All such Client provided third party items must meet TriTech's recommended specifications.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Installation Services will be performed based on the quantities that are listed in this quotation, and as listed for each environment. One installation line item does not include installation services in multiple environments.

Quotation Issued by: Christina Milson Email: christina.milson@tritech.com Phone: (910) 602-7244	<u>Send Purchase Orders To:</u> TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- ☒ Purchase Order required and attached, reference PO# _____ on invoice.
- ☐ No Purchase Order required to invoice.

Please check one of the following:

- ☐ I agree to pay any applicable sales tax.
- ☒ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

City of Austin
Client Agency/Entity Name

[Signature]
Client Authorized Representative

Gai Purcell
Signature Client Authorized Representative

Procurement Specialist IV
Title

8/23/18
Date



Amendment No. 2
to
NS160000011
for
Licenses, Maintenance, and Support of the Emergency Services Dispatch Software and Interface System
between
TriTech Software Systems (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

- A) The City hereby amends the above referenced contract for the purpose of converting 28 Inform Mobile Base Client licenses with CJIS/NCIC forms for the Training system purchased under TriTech Software Systems ("TriTech") Sales order 4915, which are no longer in use; to 2 Inform CAD Production Positions.
- B) Any adjustment in support fees, if applicable, will be made on the City's next support renewal invoice from TriTech.
- C) If any terms or conditions of this Amendment No. 2 conflict with the original contract executed by the City of Austin and TriTech Software Systems on December 10, 2015, the terms of this Amendment No. 2 shall prevail.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 10/1/15 – 9/30/20	\$8,604,207.00	\$8,604,207.00
Amendment No. 1: Revised Statement of Work	\$0.00	\$8,604,207.00

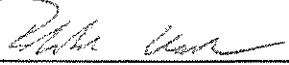
3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: 

Printed Name: Blake Clark, Chief Financial Officer

Date: 4/12/2018

TriTech Software Systems
9477 Waples Street, Suite 100
San Diego, CA 92121

Signature: 

City of Austin Purchasing Office

Printed Name: Gil Zilkha

Date: 4/13/18

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701



Amendment No. 1
to
Contract No. NS160000011
for
Licenses, Maintenance, and Support of the Emergency Services Dispatch Software and Interface
System
between
TriTech Software Systems
and the
City of Austin, Texas

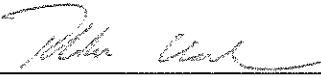
- 1.0 The City hereby amends the above referenced contract to include additional scope of work. These services are outlined in a proposal from TriTech Software System per Attachment A, Statement of Work. Effective date of this change is November 14, 2017.
- 2.0 If any terms and conditions of Attachment A (and its exhibits) shall conflict with the original Contract and its Exhibits, the terms in body of the original Contract, executed by the City of Austin and Tritch Software Systems on December 10, 2015, shall prevail.
- 3.0 The City hereby replaces **Exhibit A** - Annual Maintenance and Support Fees with the attached **Exhibit A.R.** – Annual Maintenance and Support Fees dated on December 1, 2018.
- 4.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/01/2015 – 09/30/2020	\$8,604,207.00	\$8,604,207.00
Amendment No. 1: Add additional statement of work	\$0.00	\$8,604,207.00

- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

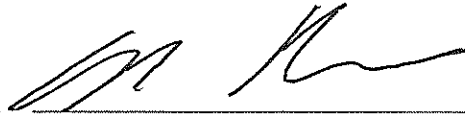
Signature & Date:



Blake Clark, Chief Financial Officer

Printed Name and Title Authorized Representative
Tritech Software Systems
9477 Waples St, Suite 100
San Diego, CA 92121

Signature & Date:



12/5/17

Sai Purcell, Procurement Specialist IV
City of Austin Purchasing Office



**Financial and Administrative Service Department
Purchasing Office**
124 W. 8th St., Austin, Texas, 78701

December 10, 2015

TriTech Software Systems
Attn: Blake Clark
9477 Waples Street, Suite 100
San Diego, CA 92121

Dear Blake:

The Austin City Council approved the execution of a contract with your company for Emergency Services Dispatch Software in accordance with the referenced solicitation.

Responsible Department:	CTM
Department Contact Person:	Sherry Goertz
Department Contact Email Address:	Sherry.Goertz@austintexas.gov
Department Contact Telephone:	512-974-0872
Project Name:	n/a
Contractor Name:	TriTech Software Systems
Contract Number:	NS160000011
Contract Period:	10/1/2015 - 9/30/20
Dollar Amount	\$8,604,207.00
Extension Options:	Two 12-month extension options at \$1,951,492.00 & 2,033,721.00 respectively
Requisition Number:	RQM 5600 15121100149
Solicitation Number:	n/a
Agenda Item Number:	54
Council Approval Date:	9/17/2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Sherry Goertz, Contract Manager at 512-974-0872.

Sincerely,

Terry Nicholson
Senior Buyer Specialist
Purchasing Office
Financial and Administrative Service Department

cc:

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
TRITECH SOFTWARE SYSTEMS
FOR
LICENSES, MAINTENANCE, AND SUPPORT OF THE EMERGENCY SERVICES DISPATCH
SOFTWARE AND INTERFACE S YSTEM**

This Contract (the "Contract") is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and TRITECH SOFTWARE SYSTEMS ("Contractor"), having offices at 9477 Waples Street, Suite 100, San Diego, CA 92121. Contractor shall allow, through the execution of interlocal agreements with the City, other district, municipal, county and state entities in the following ten (10) counties: Fayette, Caldwell, Travis, Lee, Bastrop, Burnet, Williamson, Llano, Blanco and Hays to utilize the contract pricing for software licenses, maintenance and support, and consulting services. All other requests will be at the mutual written agreement of the parties hereto. Maintenance and support for Travis County and the Texas Department of Transportation shall be billed herein, shall have the meaning given them in Exhibit B hereto.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.
- 1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.
- 1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.

Designation of Key Personnel. The Contractor's Contract Manager for this engagement shall be Roxanne Lerner, Phone: 858-799-7372, Email: Roxanne.lerner@tritech.com. The City's Contract Manager for the engagement shall be Sherry Goertz, Phone: (512) 974-0872, Email: Sherry.Goertz@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager.

SECTION 2. SCOPE OF WORK.

- 2.1 **Contractor's Obligations.** The Contractor shall provide all deliverables and services in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION:

- 3.1 **Contract Amount.** The Contractor will be paid an amount not-to-exceed \$8,604,207 for the initial sixty (60) month term, with two 12-month extension options in an amount not-to-exceed \$1,951,492 for the first extension option and \$2,033,721 for the second extension option, for a total contract amount not-to-exceed \$12,589,420.

3.2 **Preferred Customer Discount.** Contractor will provide the City with an annual Preferred Customer Discount of \$30,000 year in consideration for the City's cooperation in permitting site visits by potential Contractor clients. The discount will be applied to the City's annual support renewal invoice. Such visits may be arranged by Contractor, or directly by the potential client, and shall be coordinated with the City and shall be in accordance with the City's procedures for visitor access.

3.3 **Invoices**

3.3.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.3.2 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.3.3 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.3.4 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.5 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's signoff of the invoice.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of;

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.6 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation**. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Travel Expenses**: All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.7 **Final Payment and Close-Out**

In the event that Contractor identifies additional subcontracting opportunities relative to this Contract, and provided that the City requires a MBE/WBE Program Compliance Plan, if applicable, the Contractor may be required to submit a Contract Close-Out MBE/WBE Compliance Report to the project manager or contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

3.7.1 The making and acceptance of final payment will constitute:

3.7.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work

appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.7.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect (Effective Date) on October 1, 2015 and shall remain in effect for an initial term of 60 months and may be extended thereafter for up to two additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause:** In the event of a default by either party, the party alleging such default shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. Provided that a MBE/WBE Program Compliance Plan is required under this Contract, and the Contractor is not in compliance, following notice to the Contractor, the City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors and remove the Contractor from the City's vendor list for up to three (3) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered

and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance**: The following insurance requirement applies.

5.1.1 General Requirements

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements herein, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

5.2 Contractor To Package Deliverables: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5.3 Shipment Under Reservation Prohibited: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5.4 Title & Risk of Loss: Risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables. All right and title to the Contractor's intellectual property

shall remain with the Contractor; all right and title to any third party, subcontractor, or vendor intellectual property shall remain with the applicable vendor thereof.

5.5 Right Of Inspection And Rejection: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject deliverables that do not conform to the Contractor's specifications.

5.6 No Replacement Of Defective Tender: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

5.7 Special Tools & Test Equipment: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

5.8 Equal Opportunity

5.8.1 Equal Employment Opportunity: No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.8.2 Americans With Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.9 Acceptance of Incomplete or Non-Conforming Deliverables: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.10 Delays:

5.10.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.10.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond

the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.11 **Rights to Proposal and Contractual Material**: Excluding the Contractor's or its subcontractor's intellectual property, all material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.12 **Publications**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 **Warranty – Services**: The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2 **Warranty – Software**: Applicable warranties for additional subcontractor or other third party software purchased hereunder shall be provided by the vendor thereof and passed through to the City. Upon installation, additional TriTech Software licenses purchased hereunder shall be provided with 24x7 support in accordance with the provisions of Exhibit B to this Contract and without warranty, unless otherwise provided in the applicable Scope of Work. Additional TriTech Software licenses purchased for systems currently in live operations shall not include a warranty period. In the event that a warranty period for additional TriTech Software licenses is provided under an applicable Scope of Work, such warranty shall be provided as follows:

- 6.2.2 If mapping information is supplied with the TriTech Software, Contractor makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the TriTech Software. The completeness or accuracy of such data is solely dependent on the information supplied by the City or the mapping database vendor to Contractor.
- 6.2.3 Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by Contractor, or covered under the terms of this Agreement. The City's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at the City's sole risk.
- 6.2.4 The City is responsible for maintaining the required certifications for access to the City's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.
- 6.2.5 Third party items or products provided hereunder ("Third Party Items"), including software and equipment, are warranted by the respective vendors thereof, which warranties shall be passed through to the City. If, during the applicable warranty period for such Third Party Items, the City determines that they do not perform as warranted, the City shall contact TriTech using the procedures described in Exhibit B. TriTech shall perform Help Desk functions by receiving calls and providing reasonable assistance to the City in determining the causes of the reported problem and in assisting the City in making claims

under the applicable third party warranties. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third Party Item that needs to be addressed by the applicable vendor. As part of the evaluation process, the Contractor will share with the City non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led the Contractor to diagnose the Third Party Item as the likely cause and which may aid the City in seeking a resolution from the applicable manufacturer or vendor. For issues involving Windows O/S software (Microsoft) that generally affects the operation of the TriTech Software and is not caused by a City specific installation or configuration of the O/S, Contractor will work with Microsoft to coordinate the resolution.

6.3 CONTRACTOR MAKES AND CITY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES SPECIFIED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 7. MISCELLANEOUS

7.1 Place and Condition of Work: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of this Contract.

7.2.2.1.1 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 Compliance with Health, Safety, and Environmental Regulations: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of

the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event: The Contractor shall notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.4.3 any significant termination or addition of provider contracts that would affect the Contractor's ability to provide the services hereunder;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives;

7.4.7 any litigation filed against the Contractor by a third party that would affect the Contractor's ability to provide the services under this Contract; or

7.4.8 significant change in market share or product focus.

7.5 Right To Audit

7.5.1 The Contractor agrees that, at the City's expense, the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 Stop Work Notice: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 Indemnity:

- 7.7.1 THE CONTRACTOR WARRANTS THAT IT HAS GOOD AND DEFENSIBLE TITLE TO THE TRITECH SOFTWARE PROVIDED TO THE CITY UNDER THIS CONTRACT, AND THAT THESE PRODUCTS ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS, AND ENCUMBRANCES. CONTRACTOR WILL, AT ITS EXPENSE INDEMNIFY THE CITY AND DEFEND AGAINST ANY CLAIM, ACTION OR PROCEEDING BY A THIRD PARTY ("ACTION" HEREIN) FOR INFRINGEMENT BY THE TRITECH SOFTWARE OF COPYRIGHT, TRADEMARK, OR TRADE SECRETS, PROVIDED THAT CITY IMMEDIATELY NOTIFIES CONTRACTOR IN WRITING OF SUCH ACTION AND COOPERATES FULLY WITH CONTRACTOR AND ITS LEGAL COUNSEL IN THE DEFENSE THEREOF. CONTRACTOR MAY IN ITS DISCRETION (I) CONTEST, (II) SETTLE, (III) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE TRITECH SOFTWARE, OR (IV) MODIFY OR REPLACE THE TRITECH SOFTWARE SO THAT IT NO LONGER INFRINGES (AS LONG AS THE FUNCTIONALITY AND PERFORMANCE DESCRIBED IN THE SPECIFICATIONS SUBSTANTIALLY REMAINS FOLLOWING SUCH MODIFICATION OR REPLACEMENT.) Notwithstanding the foregoing, in the event that any settlement (a) has a finding that the City is liable or at fault in any way for the alleged infringement and/or (b) includes any financial obligation or a monetary award that the City would be liable to pay, such settlement must be approved by the City. City may participate in the defense of such Action at its own expense. If Contractor concludes in its sole judgment that none of the foregoing options are commercially reasonable, and City's use of the TriTech Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Contractor will return to City the TriTech Software license fee(s) paid by City under this Contract less a prorated portion of said fee(s) for City's use of the TriTech Software (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Contract shall terminate. In addition, in the event such Action results in a money judgment against City which does not arise, wholly or in part, from the actions or omissions of City, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Contractor will, subject to the limitation of liability provisions of Exhibit B to this Contract, defend, indemnify, and hold the City harmless from any such judgment.
- 7.7.2 Notwithstanding the above, Contractor shall have no duty under this section 7.7 with respect to any claim, action or proceeding arising from or related to infringements (i) arising out of modifications to the TriTech Software and/or TriTech Documentation not made by or under the direction of Contractor, (ii) resulting from use of the TriTech Software to practice any method or process which does not occur wholly within the TriTech Software, or (iii) caused by third party software or hardware. Paragraphs 7.7.1 and 7.7.2 herein state the entire obligation of Contractor regarding infringement of intellectual property rights, and they will survive the termination of this Contract.

7.8 Claims: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the

addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Elisa Folco, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

TRITECH SOFTWARE SYSTEMS

ATTN: Roxanne Lerner, Director of Contracts

9477 Waples. Street, Suite 100

San Diego, CA 92121

7.10 Confidentiality: In order to provide the deliverables to the City, each party may require access to certain of the other party's and/or its licensors', subcontractors' or vendors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Both parties acknowledge and agree that the Confidential Information is the valuable property of the other party and/or its licensors, subcontractors or vendors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the other party and/or its licensors, subcontractors or vendors. Each party (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the disclosing party or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the party required to provide such disclosure promptly notifies the other party before disclosing such information so as to permit that party reasonable time to seek an appropriate protective order. Each party agrees to use protective measures no less stringent than that party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 Advertising: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 No Contingent Fees: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 Gratuities: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in

the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 Assignment-Delegation: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City, which consent shall not unreasonably be withheld. The Contractor may assign or delegate this Contract without the City's prior written consent in the case of a merger, acquisition or other change of control in which the surviving or resulting corporation or acquirer, as the case may be, and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 Waiver: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 Modifications: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 Interpretation: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 Dispute Resolution

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to

mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Jurisdiction And Venue**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.22 **Invalidity**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.23 **Holidays**: The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.24 **Survivability of Obligations:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

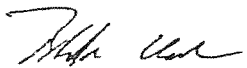
7.25 **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.26 **Incorporation of Documents:** Section 0100, **Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
<http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

7.27 **Order of Precedence:** In the event of a conflict in the terms and conditions of the body of the Contract and its Exhibits, the terms in the body of the Contract shall prevail.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

TRITECH SOFTWARE SYSTEMS

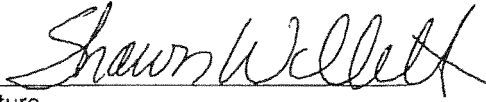
By: 
 Signature

Name: Blake Clark
 Printed Name

Title: Chief Financial Officer

Date: 12/8/2015

CITY OF AUSTIN

By: 
 Signature

Name: Shawn Willett
 Printed Name

Title: Deputy Purchasing Officer

Date: 12/10/15

List of Exhibits

Exhibit A	Pricing for Maintenance and Support
Exhibit B	Software Support Agreement
Exhibit C	TriTech Staff Tasks and Responsibilities
Exhibit D	Non Discrimination Certification

Exhibit A
Annual Maintenance and Support Fees

Description	10/1/15-9/30/16	10/1/16-9/30/17	10/1/17-9/30/18	10/1/18-9/30/19	10/1/19-9/30/20	Option Year 1 10/1/20-9/30/21	Option Year 2 10/1/21-9/30/22
TriTech Software	\$1,181,271.87	\$1,241,012.84	\$1,306,950.87	\$1,372,071.81	\$1,440,448.79	\$1,512,244.64	\$1,587,630.25
Inform CAD Mapping	\$ 2,144.00	\$ 2,144.00	\$ 2,144.00	\$ 2,144.00	\$ 2,144.00	\$ 2,144.00	\$ 2,144.00
Inform Mobile Mapping		\$ 42,025.00	\$ 42,025.00	\$ 42,025.00	\$ 42,025.00	\$ 42,025.00	\$ 42,025.00
TriTech Onsite Support	\$ 55,168.66	\$ 57,927.09	\$ 60,823.45	\$ 63,864.62	\$ 67,057.85	\$ 70,410.74	\$ 73,931.28
Locution	\$ 47,379.94	\$ 49,748.94	\$ 52,236.38	\$ 54,848.20	\$ 57,590.61	\$ 60,470.14	\$ 63,493.65
Total Support Fees	\$1,285,964.47	\$1,392,857.87	\$1,464,179.70	\$1,534,953.63	\$1,609,266.25	\$1,687,294.53	\$1,769,224.18

Other Annual Fees	10/1/15-9/30/16	10/1/16-9/30/17	10/1/17-9/30/18	10/1/18-9/30/19	10/1/19-9/30/20	Option Year 1 10/1/20-9/30/21	Option Year 2 10/1/21-9/30/22
Source Code Escrow	\$ 1,260.00	\$ 1,260.00	\$ 1,260.00	\$ 1,260.00	\$ 1,260.00	\$ 1,260.00	\$ 1,260.00
Tricon (10 seats)	\$ 7,950.00	\$ 7,950.00	\$ 7,950.00	\$ 7,950.00	\$ 7,950.00	\$ 7,950.00	\$ 7,950.00
Tricon 6 seats (comp)	-	-	-	-	-	-	-
Total other Annual Fees	\$ 9,210.00	\$ 9,210.00	\$ 9,210.00	\$ 9,210.00	\$ 9,210.00	\$ 9,210.00	\$ 9,210.00

Preferred Customer Discount	\$ (30,000.00)	\$ (30,000.00)	\$ (30,000.00)	\$ (30,000.00)	\$ (30,000.00)	\$ (30,000.00)	\$ (30,000.00)
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Total	\$1,265,174.47	\$1,372,067.87	\$1,443,389.70	\$1,514,163.63	\$1,588,476.25	\$1,666,504.53	\$1,748,434.18
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Exhibit B
Software Support Agreement

SOFTWARE SUPPORT AGREEMENT
TABLE OF CONTENTS

1.0	DEFINITIONS.....	20
2.0	SUPPORT FEE(S).....	22
3.0	SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT.....	23
4.0	SOFTWARE ERROR CORRECTION AND ACCESS	23
5.0	SOFTWARE UPDATES AND UPGRADES.....	24
6.0	LIMITATIONS	24
7.0	EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE	26
8.0	LIMITATION OF LIABILITY.....	27
9.0	SEVERABILITY.....	27
10.0	FORCE MAJEURE/EXCUSABLE DELAY	27
11.0	CONSTRUCTION AND HEADINGS.....	28
12.0	WAIVER	28
	ADDENDUM A	29
	ADDENDUM B	31
	ADDENDUM C	40
	ADDENDUM D	41

A. WHEREAS, TriTech and Client previously entered into an Agreement for a Computer Aided Dispatch System dated June 11, 2001, and an End User License Agreement dated March 3, 2004, (collectively the "Purchase Agreement"); and

B. WHEREAS, this Software Support Agreement ("Agreement") is entered into to provide annual Software Support for the TriTech Software licensed under the Purchase Agreement and subsequent amendments thereto, as further defined in this Agreement; and

C. WHEREAS, except as otherwise provided in this Agreement, TriTech shall act as the Prime Contractor for maintenance of the System and shall provide the single point of contact with the Client as further defined herein.

The parties therefore agree as follows:

1.0 DEFINITIONS

1.1 All capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth below.

"Documentation" means any standard user manuals or other related instructional and/or reference materials, provided by TriTech or other Software Vendors, including on-line help information and release notes issued in connection with Updates. In case of a conflict between written documentation (user manuals or release notes in printed or CD-ROM format) and on-line help information, the printed and CD ROM documentation will control.

"Disaster Recovery Computer System" (with reference to the CAD System) means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Primary Computer System.

"Equipment" means the computer system equipment specified in the Purchase Agreement.

"Help Desk" means the TriTech function consisting of receiving calls from Client concerning System problems and assisting Client with respect to the manufacturers of Equipment, Software and other items acquired under this Agreement under the applicable warranties and/or maintenance support agreements.

"Primary Computer System" means the live operations production system.

"Purchase Agreement" means that Agreement for a Computer Aided Dispatch System dated June 11, 2001, as amended, and an End User License Agreement dated March 3, 2004 between the Parties.

"Server" means a computer in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network. With respect to the CAD System, this term

includes, without limitation, the Primary Computer System and the Disaster Recover Computer System.

“Software” means collectively or individually the computer programs provided under this Agreement, including, without limitation, the programs for each Subsystem.

“Software Error” means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event TriTech (or another Software Vendor) is unable to reproduce the Software Error at its facilities, TriTech will, at Client’s request, visit Client’s premises at Client’s expense. If it is determined that the problem was caused by Equipment, Software, services, network or other items not supplied or not authorized by TriTech, Client shall reimburse TriTech for its labor costs for such on site visit, at TriTech’s then current rates for consulting.

“Software Support” means Telephone Support, Software Error correction, and Software Update services provided by TriTech (and/or other Software Vendors) for the Software, either under warranty or under an annual Software Support Agreement, as more fully described in said Agreement.

“Software Support Agreement” means collectively or individually agreements of that name (or a similar name) for the rendering of Software Support services entered into between the parties coincident with this Agreement and renewed from time to time thereafter.

“Subcontractor” means one of the entities identified in the Purchase Agreement or other associated documents as subcontractors to TriTech, if applicable.

“Subcontractor Hardware” means the hardware supplied by a Subcontractor as part of its Subsystem, if applicable.

“Subcontractor Software” means software supplied by a Subcontractor as part of its Subsystem, if applicable.

“Subsystem” means each of the applications described in the Purchase Agreement, including its Equipment, other hardware and software. In most cases, the Subsystem software will share Equipment. (For the avoidance of doubt, the CAD System is a Subsystem under this Agreement.)

“Subsystem Software” means individually or collectively the Software provided under this Agreement for each of the Subsystems.

“System” means collectively all Subsystems that make up the integrated computer system referred in the Purchase Agreement.

“System Software” means the software that makes up the System which includes, without limitation, operating system software, DBMS Software, and communications software.

“Telephone Support” means the service provided by TriTech for access to the TriTech Customer Service Department by telephone, on a twenty-four (24) hour a day, seven (7) day per week basis, or as applicable on a Normal Customer Service Business Hour basis (7:30 a.m. through 7:30 p.m., Monday through Friday, excluding TriTech holidays).

“Update” means revisions or additions to Software provided by the Vendor thereof. The term

"Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by the Vendor.

“Vendor” means any supplier of hardware, software or services under this Agreement, including TriTech, Subcontractors, System Software suppliers and Equipment suppliers. With respect to software, this term means the owner of the intellectual property rights, including copyright, to the software.

“Workstation” means any computer input station that utilizes the functionality of a Subsystem, whether the software resides locally or on a Server.

2.0 SUPPORT FEE(S)

2.1 Software Support fee(s) to be paid by Client under this Agreement are established based on the software licenses granted under the Purchase Agreement and subsequent amendments thereto. The Software Support fees for the annual support periods are set forth in Exhibit A of the Contract based on the Client’s current TriTech Software licenses granted, and applicable Subcontractor applications.

2.2 Unless otherwise terminated as provided, TriTech shall notify Client prior to the end of the then current annual support period of the Software Support fees for the subsequent annual support period. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support period and are due for all TriTech Software applications and modules licensed to Client. Software Support fees shall be subject to increase on an annual basis at a rate of 5%. Additional licenses purchased by Client during any annual support period will result in additional support fees, which shall be prorated to be coterminous with Client’s then current support period.

2.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client’s site or other locations remote from TriTech’s principal place of business. Travel costs submitted for reimbursement will be paid in accordance with Section 3.5 of the Contract.

2.4 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client’s system current, shall be charged at TriTech’s then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of

the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

3.1 TriTech will provide support services as more fully described in Addendum B.

3.2 Client shall appoint a principal point of contact or a specific group distribution list with a level of knowledge of the TriTech Software and Client's computer environment to manage the reporting of Software Errors to TriTech in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. TriTech reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

3.3 At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination.

4.0 SOFTWARE ERROR CORRECTION AND ACCESS

4.1 If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If TriTech is unable to reproduce the Software Error at TriTech's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by TriTech. TriTech will provide onsite assistance if the Client and TriTech determine that it is necessary for TriTech personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the TriTech Software, TriTech will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the TriTech Software Client shall reimburse TriTech for its travel expenses incident to the on-site visit, as well as TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

4.2 TriTech maintains a Security program for managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background

checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

4.3 If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

5.0 SOFTWARE UPDATES AND UPGRADES

5.1 Updates and version upgrades to the licensed TriTech Software and TriTech Documentation will be developed and provided to Client in accordance with TriTech's product roadmap. All Updates or upgrades to the TriTech Software and TriTech Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates and upgrades do not include new software applications, or separate modules or functions that are separately licensed and priced.) A member of TriTech's upgrade team will assist the Client with implementation of version upgrades. Using the City of Austin's current architecture the TriTech Upgrade Team will develop a clear step-by-step upgrade plan that takes into consideration the latest technology, while minimizing business impact to the Client. Depending on the complexity of the upgrade, the Client has the right to request on-site/dedicated resource(s) for the duration of the upgrade. Client understands and agrees that on-site upgrade services are not included under this Agreement. Should TriTech provide on-site resources for an upgrade, fees for such on-site services will be billed to Client at TriTech's then current rates for such services, as well as actual travel costs associated with the on-site services.

6.0 LIMITATIONS

6.1 Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current general release production version thereof that is offered to Client. If Client does not implement the most current general release production version when it is made available to TriTech's client base, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twenty-four (24) months thereafter, unless otherwise agreed to in writing between TriTech and Client.

6.2 TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

6.3 If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

6.3.1 Problems in the TriTech Software are caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party whether or not permitted hereunder.

6.3.2 Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or by misuse or neglect.

6.3.3 Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 6.4 of this Agreement.)

6.3.4 Problems in the TriTech Software are caused by equipment which does not meet TriTech's minimum recommended equipment requirements, or Client does not maintain the site and facility as specified in the TriTech Documentation.

6.3.5 Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up to date virus checking software in accordance with TriTech Documentation and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the TriTech System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the TriTech System in accordance with TriTech Documentation.

6.3.6 Problems in the TriTech Software that are caused by Subcontractor Software or System Software, including but not limited to operating system software.

6.3.7 Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

6.4 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any

other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

6.5 TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third Party Changes.

6.6 Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

6.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

7.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

7.1 Maintenance and support for Equipment provided under the Purchase Agreement is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

7.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontractor support terms provided hereto at Addendum C if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and provide

reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affects the operation of the TriTech Software and is not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.0 LIMITATION OF LIABILITY

8.1 The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

8.2 IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

9.0 SEVERABILITY

9.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

10.0 FORCE MAJEURE/EXCUSABLE DELAY

10.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable

control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

11.0 CONSTRUCTION AND HEADINGS

11.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

12.0 WAIVER

12.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

12.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

ADDENDUM A

SUPPORT FEES

Based on the Client's current TriTech Software license granted, onsite support, applicable Subcontractor applications and other annual fees for October 1, 2015 through September 30, 2020, with two (2) one (1) year option periods are provided in Addendum A of the Contract

Prior to the end of the then current annual support period, and each subsequent annual support period, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 2.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

A change in the Client's Subcontractor applications, will also result in a change in the support fee.

Except as otherwise provided in the table above, TriTech's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to ESRI fees or TomTom continued use fees.

Option, if Applicable:

As further defined in Addendum B hereto, standard Software Support for Inform RMS, Inform Jail and Inform FBR applications is provided on an 8x5 basis. Support fees for 8x5 support is calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Client may purchase Software Support for these TriTech Software applications on a 24x7 basis with the applicable adjustment in support fee. **If this option has been chosen, check the box below:**

Optional Support Upgrade to 24x7 for Inform RMS Yes ☐

Optional Support Upgrade to 24x7 for Inform Jail Yes ☐

Optional Support Upgrade to 24x7 for Inform FBR Yes ☐

ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

(1) All TriTech Software Errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TriTech's Customer Service Group.

(2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech.

Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.

Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through TriTech's Support website via the Customer Service portal on TriTech's website.

(3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding TriTech holidays.

(4) The main support line will be answered by TriTech's Customer Service Department, or TriTech's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the TriTech operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to TriTech's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to support@tritech.com.

(7) As more fully defined in the TriTech System Planning Document, TriTech has approved VPN (virtual private network) connectivity as the sole primary form of support connectivity for TriTech's Inform CAD, Inform Mobile, Inform Browser and related Interfaces Software. Client shall establish a dependable VPN form of access for TriTech's use in order to be supported to enable TriTech to access, diagnose, update, repair, and/or install a workaround to the system. Backup support connectivity is also required. The Client will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Client's team to assist in troubleshooting.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below. If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

- a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the TriTech Documentation.

(9) **Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the TriTech Software as further defined in this Agreement. Causes related to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Agreement.

Inform CAD, Mobile, Browser, Interface, and GIS Link Response Matrix

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> • Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of transactional data & transactional data corruption <p>This means one or more critical server components are non-functional disabling Inform CAD, or Inform Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 2 – Urgent Priority	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 3 - High Priority	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible.</p> <p>A significant number of Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via support@tritech.com.</p> <p>High Priority Issues are not managed after Normal Customer Service Hours.</p>

Priority	Issue Definition	Response Time
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units, or perform a common call taking or dispatch function. This includes system administrator functions.	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Medium Priority issues may also be reported via support@tritech.com.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via support@tritech.com.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.</p>
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

Priority	Resolution Process	Resolution Time
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform CAD:
 - a. The Inform CAD System is down and all workstations will not launch or function.
 - b. The Inform CAD System is inoperable due to transactional data corruption caused by TriTech Software.
 - c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
 - d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
2. Inform Mobile:
 - a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
 - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
 - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform Browser, and GISLink:
 - a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform CAD:
 - a. Inform CAD users are severely impacted due to one of the following conditions:
 - i. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
 - ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
 - iii. The inability to view/edit premise or caution note information.
 - iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - v. The system does not perform unit recommendations.
 - vi. Inability to assign a unit to an incident (using all available methods).
 - vii. Inability to change a unit's status (using all available methods).
 - viii. Inability to close an incident (using all available methods).
 - ix. Inability to view incident information needed to dispatch an incident (using all available methods).
 - x. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day
2. Inform Mobile:
 - a. Inform Mobile users are severely impacted due to one of the following conditions:
 - i. Inability to receive new requests for service from Inform CAD (using all available methods).
 - ii. Inability to view incident information needed to dispatch an incident (using all available methods).
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. Inability to enter a traffic stop or on-view incident.
 - v. The inability to view premise or caution note information.
 - vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
3. Inform CAD/Mobile Interfaces:
 - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
 - b. An Inform CAD Paging Interface is down.
 - c. An interface used for personnel rostering is down.
 - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
 - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
 - f. An ANI/ALI interface repeatedly fails to process information into an incident.
 - g. An interface to an external rostering system used to logon units is down.
 - h. An AVL interface fails to process updates for over 50% of units.
 - i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
 - j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.

4. Inform Browser and GISLink:

- a. There are no Urgent Priority (Priority 2) issues for these products.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover it is inoperable for more than one (1) business day. TriTech will work to resolve the problem according to the Priority 2 response and resolution criteria included above.
- Modifications to installed Inform CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes, as necessary, dictated by State and Federal agencies having authority over these programs will be provided in a subsequent update.

Inform RMS, Inform Jail and Inform FBR – if applicable

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:</p> <ul style="list-style-type: none"> • TriTech Inform RMS, Inform Jail or Inform FBR server software inoperative • Loss of ability for all Inform RMS, Inform Jail or Inform FBR users to log on to system • Inform Jail system down • Loss of transactional data & transactional data corruption <p>This means one or more critical server components are non-functional disabling Inform RMS, Inform Jail, or Inform FBR, workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, and Inform FBR is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.</i></p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 2 – Urgent Priority	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system • Loss of ability to transfer Inform FBR Reports • Unable to book or release inmates <p>A significant number of the Inform RMS, Inform Jail or Inform FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS, Inform Jail or Inform FBR workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, and Inform FBR is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.</i></p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response</p>

Priority	Issue Definition	Response Time
Priority 3 - High Priority	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Inform RMS, Inform Jail, or Inform FBR function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> Loss of Non-Critical Data (with “Non-Critical” being defined as not causing an error classified as a P1 or P2 error (above). NIBRS State reporting issues that cause agency reports to exceed State error submission limits UCR reporting multiple occurrence of inaccurate data <p>A significant number of Inform RMS, Inform Jail or Inform FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via CH_ClientServicesFriage@tritech.com.</p> <p>High Priority issues are not managed after Normal Customer Service Hours.</p>
Priority 4 – Medium Priority	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Medium Priority issues may also be reported via CH_ClientServicesFriage@tritech.com.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>
Priority 5 – Low Priority	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via CH_ClientServicesFriage@tritech.com.</p> <p>Low Priority issues are not manager after Normal Customer Service Hours.</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.</p>	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>

Priority	Resolution Process	Resolution Time
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform RMS System:
 - a. The Inform RMS System Server is down and unavailable for queries.
 - b. The Inform RMS is inoperable due to data corruption caused by TriTech Software.
2. Inform Jail:
 - a. The Inform Jail System is down and all workstations will not launch or function.
 - b. The Inform Jail System is inoperable due to transactional data corruption caused by TriTech Software.
 - c. Inform Jail users are unable to book or release inmates.
3. Inform FBR System:
 - a. The Inform FBR Server is down and unavailable to process reports.
 - b. The Inform FBR Server is inoperable due to data corruption caused by TriTech Software.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform RMS, and Inform FBR:
 - a. Inform RMS - Inability to create and save reports.
 - b. Inform FBR – Inability to enter and transfer reports into RMS.
 - c. Inability to create UCR/NIBRS State Reports.
2. Inform Jail:
 - a. Inform Jail users are severely impacted due to one of the following conditions:
 - i. Unable to book or release inmates.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items.
 - A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Inform RMS Licensed Software, as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

ADDENDUM C
SUBCONTRACTOR SUPPORT TERMS

(Attached, if applicable)

Locution - attached

ADDENDUM D**TRITECH ONSITE SUPPORT SERVICES**

Under minimal supervision, the scope of this position is to provide a combination of technical support and management of TriTech support issues for assigned client. This person will ensure that the client issues are prioritized, he/she will provide timely and professional communications and issue updates, and he/she will assist the client site technical staff as needed with the diagnosis and research of issues relating to TriTech software. This position requires advanced technical skills with extensive knowledge of commonly used technology, concepts, practices and procedures of windows based computer software and hardware, understanding of relational databases, and understanding of networking, TCP/IP protocol, and routing configuration.

- Provides onsite client communication on a regular basis. Helping to prioritize issues with the client, and communicate priorities and technical details back to internal TriTech teams.
- Review all new issues created by assigned clients in Salesforce.com. Conduct an analysis of new issues and resolve or forward to TriTech Customer Service team as applicable.
- Provides level 1 and 2 analysis and/or assist the client site technical staff with the resolution of Inform CAD issues that are Critical in nature as defined in Addendum B.
- Coordinates Tier 3 & Engineering as a technical resource in clarifying and resolving support issues quickly.
- Assist in the coordination of the release of new software components to the client. Notify the client of the availability of new releases (versions and services packs) and discuss the applicability of new features and repairs to the client's operation. Assist the TriTech upgrade specialist, as required, with the installation of such new software.
- Develop and maintain a document which outlines basic maintenance tasks, system restart procedures and basic troubleshooting for Client system administration staff.
- Lead the technical effort in the research, diagnosis, and resolution of crisis situations on client systems. Develops research plan internally and communicates Technical Services actions to clients. May communicate in regard to, and/or require assistance with, research tasks from other team members.
- Acts as a point of reference for client system administrators for technical questions and training.
- Acts as a point of reference for client dispatch supervisors and trainers on Inform CAD functional issues.
- Provides peer review on documentation for knowledge base articles, intranet site and on-call binder.
- Travel to client site in accordance with contract requirements, and assist with Inform CAD issues, system administration, and Client communications.
- Participates in an on-call rotation schedule and responds to clients' emergency issues after hours via cell phone/pager as necessary.
- Other assignments may be assigned, as required.

Exhibit C
TriTech Staff Tasks and Responsibilities

TRITECH PROJECT MANAGER

For additional TriTech software licenses or services purchased under this Agreement that require a Statement of Work and project management services, TriTech will assign a Project Manager who will act as the central point of contact. TriTech's Project Manager will coordinate and monitor TriTech's, and if applicable, subcontractor activities; and meet (either onsite or via teleconference) with the City's Project Manager all as more fully defined in the applicable Statement of Work.

TRITECH ACCOUNT EXECUTIVE

The assigned TriTech Account Executive will be the primary contact and liaison for non-technical support issues, system changes, and billing questions. The Account Executive will provide support for general Customer Service requests, manage Client requests for new software licenses and services, and provide assistance with planning technology upgrades.

EXHIBIT D
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment,

recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 8th day of December, 2015.

CONTRACTOR	<u>TriTech Software Systems</u>
Authorized Signature	<u>Blake Clark</u>
Title	<u>Chief Financial Officer</u>

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: TriTech Software Systems

Signature of Officer or
Authorized
Representative:



Date:

7/15/2016

Printed Name:

Blake Clark

Title

Chief Financial Officer

Request for Assistant City Manager's Signature

What needs to be signed? Please provide a short summary of document.

This contract is for the continuance of maintenance and support for the TriTech Computer Aided Dispatch (CAD) system, which is utilized by the Austin Police Department, Austin Fire Department, Austin Travis County Emergency Medical Services, Public Safety and Emergency Management, Texas Department of Transportation, Travis County Emergency Services Districts and the Travis County Sheriff's Office to receive/input 9-1-1 calls and to dispatch emergency services to the citizens of Central Texas.

Why is the Assistant City Manager's signature needed?

It is a sole source procurement > \$50,000.00

Do you need this back before the three day requirement? If yes, why?

No

Who should this form be returned to?

Lupe Vasquez, CTM

 6/19/2015

Director's Signature

Date

All requests should be forwarded from one Single Point of Contact (SPOC) in each department. Requests for signature should be submitted three days prior to needing the document signed. All documents for signature should be submitted with this form attached. Once signed, documents will be returned to the department SPOC. It is the responsibility of the department to handle the signed document from that point for distribution.

Assistant City Manager's Office Use:

_____ Date Received

6/23 Date Signed

6/23 Date Returned



May 11, 2015

Sent via email: Sherry.Goertz@austintexas.gov

City of Austin
Attn: Sherry Goertz
IT Supervisor
Public Safety Applications Management (PSAM)
Communications and Technology Management
CTECC
5010 Old Manor Road
Austin, TX 78723

Attention: Sherry Goertz, IT Supervisor

Re: TriTech Software and Services

Dear Ms. Goertz:

This letter serves as confirmation that as the developer and owner to the copyright TriTech Software Systems' ("TriTech") software applications, TriTech is the sole source for the purchase of additional software licenses, and associated services, including annual software support for the City's licensed Inform CAD, Inform Mobile and related TriTech interfaces utilized at CTECC for computer aided dispatch and mobile data.

TriTech does not contract support for its software applications through third party agreements.

Should you have any further questions, please do not hesitate to contact me at 858.799.7372, or roxanne.lerner@tritech.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Roxanne Lerner', written over a horizontal line.

Roxanne Lerner
Director of Contracts



Proposal/Sales Quotation

General & Client Information

Client Name: City of Austin Bill to:
 System Description: 5 year Support City of Austin
 Great Plains ID: TX120A 5010 Old Manor Rd
 Sales Order#: Austin, TX 78723
 Client Purchase Order#:
 Client Purchase Order Date:
 Ship to:
 Client Contact: Sherry Goertz Same
 Contact Phone: 512-974-0872

Project Products & Services

Description	10/1/15 - 9/30/16	10/1/16 - 9/30/17	10/1/17 - 9/30/18	10/1/18 - 9/30/19	10/1/19 - 9/30/20	Option Year 1 10/1/20 - 9/30/21	Option Year 2 10/1/21 - 9/30/22
TriTech Software	\$1,181,271.87	\$1,241,012.84	\$1,306,950.87	\$1,372,071.81	\$1,440,448.79	\$1,512,244.64	\$1,587,630.25
Inform CAD Mapping	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00	\$2,160.00
Inform Mobile Mapping		\$42,025.00	\$42,025.00	\$42,025.00	\$42,025.00	\$42,025.00	\$42,025.00
TriTech Onsite Support	\$55,168.66	\$57,927.09	\$60,823.44	\$63,864.61	\$67,057.84	\$70,410.73	\$73,931.27
Location	\$47,379.94	\$49,748.93	\$52,236.38	\$54,848.20	\$57,590.61	\$60,470.14	\$63,493.65
CAD North Alertline base module	\$1,002.17	\$1,052.28	\$1,104.90	\$1,160.14	\$1,218.15	\$1,279.05	\$1,343.01
CAD North Alertline additional licenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Stratus Server	\$3,677.00	\$3,860.85	\$4,053.89	\$4,256.59	\$4,469.42	\$4,692.89	\$4,927.53
Total Support Fees	\$1,290,659.64	\$1,397,786.99	\$1,469,354.48	\$1,540,386.35	\$1,614,969.81	\$1,693,282.45	\$1,775,510.71

Other annual fees	10/1/15 - 9/30/16	10/1/16 - 9/30/17	10/1/17 - 9/30/18	10/1/18 - 9/30/19	10/1/19 - 9/30/20	Option Year 1 10/1/20 - 9/30/21	Option Year 2 10/1/21 - 9/30/22
Source Code Escrow	\$1,260.00	\$1,250.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00
TriCon	\$6,950.00	\$6,950.00	\$6,950.00	\$6,950.00	\$6,950.00	\$6,950.00	\$6,950.00
Total Other annual fees	\$8,210.00	\$8,210.00	\$8,210.00	\$8,210.00	\$8,210.00	\$8,210.00	\$8,210.00

Total \$1,298,869.64 \$1,405,996.99 \$1,477,564.48 \$1,548,596.35 \$1,623,179.81 \$1,701,492.45 \$1,783,720.71

Print Name
 Client Authorized Representative

Signature
 Client Authorized Representative

Title

Date

Request for Assistant City Manager's Signature

What needs to be signed? Please provide a short summary of document.

This contract is for the continuance of maintenance and support for the TriTech Computer Aided Dispatch (CAD) system, which is utilized by the Austin Police Department, Austin Fire Department, Austin Travis County Emergency Medical Services, Public Safety and Emergency Management, Texas Department of Transportation, Travis County Emergency Services Districts and the Travis County Sheriff's Office to receive/input 9-1-1 calls and to dispatch emergency services to the citizens of Central Texas.

Why is the Assistant City Manager's signature needed?

It is a sole source procurement > \$50,000.00

Do you need this back before the three day requirement? If yes, why?

No

Who should this form be returned to?

Lupe Vasquez, CTM

 6/19/2015

Director's Signature Date

All requests should be forwarded from one Single Point of Contact (SPOC) in each department. Requests for signature should be submitted three days prior to needing the document signed. All documents for signature should be submitted with this form attached. Once signed, documents will be returned to the department SPOC. It is the responsibility of the department to handle the signed document from that point for distribution.

Assistant City Manager's Office Use:

____ Date Received

6/23 Date Signed

6/23 Date Returned



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 06/03/2015 DEPT: CTM, CTECC
TO: Purchasing Officer or Designee FROM: Stephen Elkins, CIO
BUYER: PHONE:

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
 - ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
 - ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
 - ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
 - ☐ a procurement for personal, professional, or planning services
 - ☐ a procurement for work that is performed and paid for by the day as the work progresses
 - ☐ a purchase of land or right-of-way
 - ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
 - ☐ a purchase of rare books, papers, and other library materials for a public library
 - ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
 - ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for
 - cooperative purchasing administered by a regional planning commission established under Chapter 391
 - ☐ services performed by blind or severely disabled persons
 - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
 - ☐ electricity
 - ☐ advertising, other than legal notices
 - ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** -- Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** -- Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** -- Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** -- Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** -- Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** -- Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

This contract is for the continued maintenance and support of the TriTech Computer Aided Dispatch (CAD) software and interfaces, additional software modules and licenses, and consulting services, which is utilized by the Austin Police Department, Austin Fire Department, Austin Travis County Emergency Medical Services, Public Safety and Emergency Management, Texas Department of Transportation, Travis County Emergency Services Districts and the Travis County Sheriff's Office to receive/input 9-1-1 calls and to dispatch emergency services to the citizens of Central Texas. CAD helps communications center personnel manage a large amount of information: unit locations, unit statuses, pending and active calls and other critical data, while serving as a voice of reassurance to callers and providing vital information that links police officers, firefighters, and paramedics. Inform CAD dispatch software captures, manages, and prioritizes mission-critical data to enable rapid decisions in situations where every second counts. By utilizing GIS to determine a unit's estimated arrival time, CAD provides recommendations for the closest unit to the incident by actual drive time, not distance—even crossing jurisdictions.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with TriTech Software Systems which will cost approximately \$ 12,589,420.43 (Provide estimate and/or breakdown of cost).

Recommended
Certification

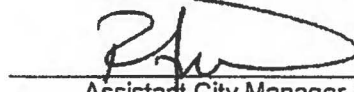

Originator

6/19/15
Date

Approved
Certification


Department Director or designee

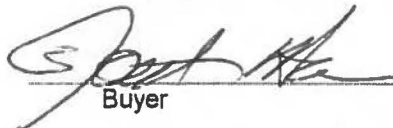
6/19/2015
Date



Assistant City Manager / General Manager
or designee (if applicable)

6/23/15
Date

Purchasing Review
(if applicable)


Buyer

6-25-15
Date Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee

Date

02/26/2013



May 11, 2015

Sent via email: Sherry.Goertz@austintexas.gov

City of Austin
Attn: Sherry Goertz
IT Supervisor
Public Safety Applications Management (PSAM)
Communications and Technology Management
CTECC
5010 Old Manor Road
Austin, TX 78723

Attention: Sherry Goertz, IT Supervisor

Re: TriTech Software and Services

Dear Ms. Goertz:

This letter serves as confirmation that as the developer and owner to the copyright TriTech Software Systems' ("TriTech") software applications, TriTech is the sole source for the purchase of additional software licenses, and associated services, including annual software support for the City's licensed Inform CAD, Inform Mobile and related TriTech interfaces utilized at CTECC for computer aided dispatch and mobile data.

TriTech does not contract support for its software applications through third party agreements.

Should you have any further questions, please do not hesitate to contact me at 858.799.7372, or roxanne.lerner@tritech.com.

Sincerely,


Roxanne Lerner
Director of Contracts



Proposal/Sales Quotation

General & Client Information

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 System Description: 5 year Support City of Austin
 Great Plains ID: TX120A 5010 Old Manor Rd
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Print Name
 Client Authorized Representative

Signature
 Client Authorized Representative

Title

Date